

PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of January, 2005, between **LINDERAND, INC.**, hereinafter called the "Developer", and **LEON COUNTY**, a political subdivision of the State of Florida, hereinafter called "The County".

WHEREAS, **LINDERAND, INC.** has presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated Hampton Creek which map or plat is hereby referred to and made a part hereof by reference, and,

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the Developer enter into an agreement to install the final lift of asphalt identified by the plat of Hampton Creek as dedicated to Leon County in said subdivision in accordance with plans and specifications approved by the County within a period of two (2) years date hereof, and to reimburse the County for all expenses incurred in repair of defects in materials and/or workmanship that become apparent within two (2) years from completion of said installation and acceptance, and to construct sidewalks in said subdivision in accordance with plans and specifications approved by the County within a period of 2 years or 75% build out whichever comes first from date hereof, and to further agree to maintain sidewalks aforesaid for a period of two (2) years after completion of such construction, or to reimburse the County for all expenses incurred in repair or defects in materials and/or workmanship that become apparent within two (2) years after completion of such construction, and acceptance, and to post bond in the amount of \$263,299.25 conditioned for the faithful performance of said agreement, said bond to have as surety thereon some surety company authorized to do business under the laws of the State of Florida.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to install the final lift of asphalt identified by the plat of Hampton Creek as dedicated to Leon County in said subdivision in accordance with plans and specifications approved by the County within a period of two (2) years date hereof, and to reimburse the County for all expenses incurred in repair of any defects in materials and/or workmanship that become apparent within two (2) years, and to construct sidewalks in Hampton Creek in accordance with plans and specifications approved by the County, within a period of 2 years from date hereof, or 75% build out, whichever comes first, and upon completion of said construction and acceptance thereof by the County to maintain said sidewalks for a period of two (2) years, or to reimburse the County for all expenses incurred in repair of any defects in materials and/or workmanship that become apparent within two (2) years after completion of construction of said final lift of asphalt and sidewalks and acceptance thereof by the County.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by surety bond in the amount of \$263,299.25 with surety thereon approved by the County.

IN WITNESS WHEREOF, the **Developer** and **Leon County** have caused these presents to be executed in their names on the date first above written. its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

Witnesses:

DEVELOPER

____ (signature)
____ (typed or printed name)
____ (signature)
____ (typed or printed name)

____ (seal)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ who is personally known to me, or has produced _____ as identification.

NOTARY PUBLIC

Signature _____

Typed or Printed Name _____

Commission Number _____

My Commission expires _____

LEON COUNTY, FLORIDA

BY: _____

Cliff Thael, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Circuit Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.